

Contract of Carriage of Goods

Party A: Fuchuen Dihai Shipping Co. Ltd

Party B: Shenzhen Ocean Shipping Co. Ltd

Both parties, after friendly negotiation, accept and agree with the following agreement regarding to electricity coal transport.

I. Transport Requirements of Goods

1. Goods Name: Coal. Storage factor is no more than 1.14.
2. Volume: 40,000 ton \pm 10% per ship, Party B choose, total volume about 300,000-500,000 ton
3. port of load: Qin Huang Dao/ Tian Jin, one safe port, one safe berth
4. port of discharge: Bei Lun, one safe port, one safe berth

II. Layday

Layday should be informed to Party B by Party A 20 days ahead of schedule. It will be carried out once confirmed by both parties. First two voyages are adaptable. If both parties are satisfied with them, the cooperation will continue. Transportation terminates on Feb. 28, 2005. If both parties are satisfied with the cooperation, they can extend it. Layday of the first voyage is 19-24, September, 2004.

III. Transportation Clauses:

1. The transportation clauses under this contract are FIOST, BSS1/1. Party A is liable for processing all procedures of goods at the port of load and the port of discharge, paying port charges for goods and related expenses relating to the unloading and goods.
2. Party B is liable for processing procedures of the ship at the port of load and the port of discharge, and paying port charges for the ship.
3. Party A should make sure that the supplier will prepare coals subject to the sailing date five days before the ship arrives at the port of load. Party A should also urge the supplier to complete all procedures before the ship arrives at the port of load.
4. Goods should be transferred in the way of port and shipping. Take the quantity indicated in the Port Goods Transference List as standard. Party A isn't liable for checking goods. All goods shall be discharged in original package, and transferred in the original state. Party B isn't liable for goods' excess or shortage, or damages. If there are any disputes about goods' damage or shortage incurred in the port of discharge, Consigner and Consignee should negotiate and solve them directly.
5. If ship transference or shifting is needed in the port of load or the port of discharge, Party A should undertake expenses and risks incurred by reason of thereof. Time for transference or shifting should be counted into the loading or discharging time.
6. When loading or discharging goods, if Party A/ Merchant causes any damages to the ship body and its facilities, Party A should be liable for paying repair expenses, the shipping date

losses and other losses.

7. When the ship arrives at the port of discharge, Party A should promptly arrange the ship to reach the shore and discharge goods. Parties A can't refuse to discharge or detain the ship no matter what kind of reasons they have. Party A should be reliable for all expenses, losses and risks incurred by reason of thereof.
8. Caption or Party B should report to Party A and the Port five days, three days, two days, and one day before the ship arrives at the port of load. When the ship leaves the port of load, Caption or Party B should send the Leave Message to Party A and the agent of the port of discharge, informing them the actually loaded quantity, estimated arrival date, and sea gauge. Before the ship arrives at the port of discharge, Caption or Party B should report to Party A and the agent of the port five days, three days, two days, and one day before arriving the port of discharge.
9. During the voyage, the Ship has the right to change the routine, stop sailing, stop at any port or tow ships or save lives subject to government orders.

IV. Load and Discharge Period

1. 3 days for loading; 3 days for discharging; continuously counted
2. The loading time starts 12 hours after the ship arrives at the anchorage ground of the port of load (if the ship is berthed earlier than the schedule, its loading time shall be calculated ahead of the schedule) until the ship is piloted to the water and departs the port. The discharge time starts 12 hours after the ship arrives at the anchorage ground of the port of discharge (if the ship is berthed earlier than the schedule, its loading time shall be calculated ahead of the schedule) until the ship is piloted to the water and departs the port.. Take the ship log as the standard to calculate the time.
3. Should the load or discharge time exceed the agreed time, Party A should pay demurrage charges to Party B at 100,000 yuan/day (RMB one hundred thousand only per day). If the time delayed is less than one day, calculate the demurrage charges pro rata. Once delayed, always delayed. If there is delay, the demurrage charges should be settled after every five voyages. The demurrage charges of five voyages are deductible with dispatch charges. The demurrage charges should be settled within three days after the last voyage of every five voyages. No dispatch charges.

V. Transportation Fee Settlement

1. Transportation Fee: RMB yuan/ton (RMB only per ton), FIOST, BSS1/I, excluding machine operation.
2. The transportation fee is calculated with actual weight of goods. If there is any short shipment of short loading which are not caused by Party B, including, but not limited to insufficiency of stored goods, insufficiency of water depth at the port, goods' storage factor, the fee should be calculated according to the rated loading weight of the ship.
3. Party A should clear all transportation fees within 3 days after loading goods. Otherwise, Party A should pay late fee at 0.5% (of total overdue amount) per day.
4. Party A should pay RMB four million only as deposit within one day after signing this contract. After clearing the transportation fee for the last voyage and the late fee, the overcharged will be

refunded, and the shortage is demanded. Alternatively, the deposit is used to pay transportation fees, late fee and other expenses rising from breach of the contract. The deposit after deduction should be topped up.

VI. Liability for breach of contract

- 1 . Party A should ensure sufficient stock according to the agreed shipping dates. Party A should inform Party B stock situations five days before the ship arrives at the port. When Party B's ship has set off or has arrived at the port of load, but Party B doesn't have stock, Party A should compensate Party B at full price of the agreed transportation fee. Party B has the right to choose to transport other goods.
- 2 . After signing this contract, if Party A wants to cancel or change clauses under the contract, Party A should put it forth ten days before the ship arrives at the port of load, and Party A should pay Party B 30% of the transportation fee as damages. If Party A's request of canceling the contract is put forth later than the above time, Party A should pay Party B 50% of the transportation fee as damages
- 3 . During each voyage, after the port has been confirmed, Party A asks for changing the port of load within the scope of agreed ports, Party A must put it forth within four days before the ship arrives at the port of load, and this also should be approved by Party B. Party A should undertake all extra fees and losses incurred by reason of thereof (including, but not limited to deviation losses, fuel expenses and shipping date losses)
- 4 . If Party A fails to pay the agreed transportation fee under this contract, Party B has the right to refuse loading, or to retain goods. No matter if the goods have been transferred or sold, Party B has the right to auction the goods to compensate the transportation fee and late fee of the whole voyage (if any). Losses suffered by the goods' owner and shipping date losses incurred by reason of thereof should be undertaken by Party A. Meanwhile, Party B has the right to terminate the contract. All liabilities, expenses and losses incurred or suffered by reason of thereof should be undertaken by Party A.

VII. Dispute settlement

Any dispute arising from this contract should be friendly negotiated and solved between both parties. If no agreement can be reached, the dispute should be presented to the Shenzhen Arbitration Association for arbitration.

VIII. Effectiveness and others

This contract has two counterparts. Each party has one. This contract is valid until both parties have fulfilled their obligations.

Party A: Fuchuen Dihai Shipping Co. Ltd

Representative:

Date:

Tel:

Party B: Shenzhen Ocean Shipping Co. Ltd,

Shipping department

Representative:

Date:

Tel:

货 物 运 输 合 同

甲方：富春帝海船务有限公司

乙方：深圳远洋运输股份有限公司

富春帝海船务有限公司与深圳远洋运输股份有限公司，经友好协商，就电
煤运输事宜，达成如下运输协议：

一、 货物运输要求

1. 货名：散煤，积载因数不超过 1.14。
2. 货量：每船 40,000 吨±10%，乙方选择，总量约 30-50 万吨。
3. 装货港：秦皇岛/天津，一个安全港口，一个安全泊位。
卸货港：北仑，一个安全港口，一个安全泊位。

二、 受载期

甲方应提前 20 天通知乙方受载期，经双方确认后执行。前两航次为适应性
航次，如双方合作愉快，则继续执行，运输至 2005 年 2 月 28 日。若双方合
作愉快，可以顺延。首航次受载期为 2004 年 9 月 19-24 日。

三、 运输条款

1. 本合同运输条款为 FIOST, BSS1/1。甲方负责办理货物在装卸港的一切手
续，支付货物港口使费及与装卸、货物相关的费用。
2. 乙方负责办理船舶在装卸港的手续，并负责支付船舶港口使费。
3. 甲方应在船舶抵装港前五天落实供货方按船期备妥煤炭，并敦促供货方在
船舶抵装港前办妥靠装手续。
4. 货物交接按港航交接方式，交接数量以港口货物交接清单为准，乙方不负
责理货，货物原装原卸，原来原转，乙方不负责货物溢短及残损责任。如
在装卸港因货损、货差发生争执，由收/发货人双方直接协商解决。
5. 若在装卸港需要过驳或移泊，由此产生的费用和风险由甲方承担。时间计
入装卸时间。
6. 在货物装卸过程中，若因甲方/货方原因造成对船体及其设备的损坏，由此



产生的修理费用、船期损失及其他损失由甲方负责。

7. 船舶到卸港后，甲方应及时组织靠泊接卸，不得以任何理由拒卸或滞留船舶，由此引起的一切费用、损失和风险由甲方负责。
8. 船长或乙方在船舶抵装港前向甲方和装港方报五、三、二、一天预报；船舶离装港后，船长或乙方向甲方及卸港代理发离港报，并告实际装货量、预抵卸港日期、吃水；船舶抵卸港前，船长或乙方向甲方和港方及代理预报抵卸港前五、三、二、一天时间。
9. 船舶在航行中，船方有遵照政府命令改航、停航、停靠任何港口或拖带救生的权利。

四、装卸期限

1. 装 3 天，卸 3 天，连续计算。
2. 装货时间从船舶抵达装港锚地 12 小时起计（若提前开始靠泊，则提前起计），至离港下引水时止；卸货时间从船舶抵达卸港锚地 12 小时起计（若提前开始靠泊，则提前起计），至离港下引水时止。计时以船舶航海日志为准。
3. 如实际装卸时间超过约定的装卸时间，则甲方按人民币 100,000 元/天（人民币拾万圆整每天）的费率向乙方支付滞期费。不足一天，按比例计算。一旦滞期，永远滞期。如产生滞期，滞期费每五个航次结算一次，实行五个航次滞期与速遣相抵扣的计算方法，并在五个航次中之最后一航次结束后三日内结清滞期费。无速遣费。

五、运费结算

1. 运费 RMB 元/吨（人民币 整每吨），FIOS，BSS1/1，不包括使用船机作业。
2. 运费按货物实际装货量计算。如因非乙方原因，包括但不限于备货不足、港口水深不足、货物积载因数等，造成船舶亏舱或亏载，则按船舶额定载重吨计收运费。
3. 甲方应于货物装船后 3 日内付清运费，否则，甲方还须向乙方加付每日 0.5% 的滞纳金。
4. 甲方应在合同签订后一天内支付保证金人民币肆佰万元整，并在最后一

航次运费及滞期费结算完毕后多退少补，或用于违约时产生的运费、滞期费等费用的结算，并在扣除后立即补齐。

六、违约责任

1. 甲方应按双方约定的船期保证备足货源，并将备货情况在船舶抵港前五天通知乙方。当乙方船舶已驶向或已抵达装港，而甲方货源落空，甲方应按约定的运价全额补偿，且乙方有权另行寻找其他货载。
2. 本合同签订后，如甲方要取消或变更合同，应于船舶抵达装货港前十天提出，并且甲方应按运费的 30% 向乙方支付赔偿金。如甲方晚于上述时间要求取消合同，甲方应按运费的 50% 向乙方支付赔偿金。
3. 每航次确定装卸港后，若甲方要求在合同约定的港口范围内更改装港，则须在船舶抵装港前四天提出，并经乙方同意，且由此发生的一切额外费用和损失（包括但不限于绕航损失、燃油损失、船期损失等）均由甲方承担。
4. 如甲方未能按本合同约定支付运费，乙方有权拒卸，或留置货物，无论货物是否已转卖，当场拍卖以补偿全航次的运费及滞期费（如有），由此造成的货物所有人的损失及船期损失均由甲方负责。同时，乙方有权选择终止合同，由此产生的一切责任、费用和损失均由甲方负责。

七、争议处理

本合同发生的一切争执，双方应友好协商解决，如协商不能解决，则由深圳市仲裁委员会仲裁。

八、合同生效及其他

本合同一式贰份，双方各持壹份。合同有效期至双方义务履行完毕时止。

甲方：For and on behalf of
Fuchuen Dihai Shipping Co., Ltd.
表：(富嘉德海船务有限公司)
日期：2004-04-24
电话：7419-04

乙 SHENZHEN OCEAN SHIPPING CO., LTD.
深圳远洋运输股份有限公司
航运业务部
SHIPPING DEPARTMENT
日期：2004-04-26
电话：

